

Communications Services Agreement

This Communications Services Agreement ("Agreement") is entered into by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA** ("Customer") and **THE CITY OF LEESBURG, FLORIDA** ("City"). This Agreement provides the general terms and conditions applicable to Customer's purchase of communications services from City.

1.0 SERVICES CITY SHALL PROVIDE

- 1.1 Services Described in Exhibits.** The general characteristics of the services to be provided by City under this Agreement ("Service") are described in Exhibits A and B to this Agreement.
- 1.2 Circuits City Shall Provide.** The circuits comprising the Services are listed in Exhibit D to this Agreement.
- 1.3 Core Network Node Site.** A "Core Network Node Site" shall be a Customer site at which Customer locates certain centralized equipment that provides centralized and/or shared services to other Customer sites. Such centralized and/or shared services include, but are not limited to, application servers, database servers, disaster recovery servers, email servers, file servers, operating system servers, print servers, test servers and voicemail servers. Core Network Node Sites are listed in Exhibit E to this Agreement.
- 1.4 Remote Network Node Site.** A "Remote Network Node Site" is any Customer site that is not a Core Network Node Site. Each Remote Network Node Site is served by at least one Primary Ethernet Circuit or one Dark Fiber Circuit. Each Remote Network Node Site is served by a series circuits extending between the Customer site in question and a Core Network Node Site. That series of circuits is comprised either solely of Dark Fiber Circuits, solely of Primary Ethernet Circuits or a combination of Dark Fiber Circuits and Primary Ethernet Circuits. In addition to one or more Primary Ethernet Circuits or Dark Fiber Circuits, a Remote Network Node Site may be served by one or more Redundant Ethernet Circuits and/or one or more Dark Fiber Circuits.
- 1.5 Dark Fiber Circuit.** A "Dark Fiber Circuit" is understood as described in Exhibit A to this Agreement and may be either a Primary Dark Fiber Circuit or a Redundant Dark Fiber Circuit.
- 1.6 Primary Dark Fiber Circuit.** A "Primary Dark Fiber Circuit" shall be a Dark Fiber Circuit that Customer's network equipment uses during normal network operation to transport communications data to and/or from the Customer site. A given Customer site may be served by more than one Primary Dark Fiber Circuit or Primary Ethernet Circuit. Each Customer site is served by either at least one Primary Ethernet Circuit or one Primary Dark Fiber Circuit. A Primary Dark Fiber Circuit may passively pass through an intermediate Customer site, not being connected to any active Customer routing or switching equipment at that intermediate Customer site. This definition of a Primary Dark Fiber Circuit is intended to be fully understood when taken in light of the definition of a Redundant Dark Fiber Circuit as stated in Section 1.7 below and as depicted in Exhibit F to this Agreement.
- 1.7 Redundant Dark Fiber Circuit.** A "Redundant Dark Fiber Circuit" shall be a Dark Fiber circuit that is in addition to a Primary Dark Fiber Circuit or a Primary Ethernet Circuit at a given Customer site and which Customer's network equipment uses to transport communications data to and/or from the Customer site when one or more of the Primary Dark Fiber Circuits or Primary Ethernet Circuits serving that Customer site are out of service. A Redundant Dark Fiber Circuit may passively pass through an intermediate Customer site, not being connected to any active Customer routing or switching equipment at that intermediate Customer site. This definition of a Redundant Dark Fiber Circuit is intended to be fully understood when taken in light of the definition of a Primary Dark Fiber Circuit as stated in Section 1.6 above and as depicted in Exhibit F to this Agreement.
- 1.8 Ethernet Circuit.** An "Ethernet circuit" is understood as described in Exhibit B to this Agreement and may be either a Primary Ethernet Circuit or a Redundant Ethernet Circuit.
- 1.9 Primary Ethernet Circuit.** A "Primary Ethernet Circuit" shall be an Ethernet Circuit that Customer's network equipment uses during normal network operation to transport communications data to and/or from the Customer site. A given Customer site may be served by more than one Primary Ethernet Circuit or Primary Dark Fiber Circuit. Each Customer site is served by either at least one Primary Ethernet Circuit or one

Primary Dark Fiber Circuit. A Primary Ethernet Circuit may passively pass through an intermediate Customer site, not being connected to any active Customer routing or switching equipment at that intermediate Customer site. This definition of a Primary Ethernet Circuit is intended to be fully understood when taken in light of the definition of a Redundant Ethernet Circuit as stated in Section 1.10 below and as depicted in Exhibit F to this Agreement.

- 1.10 Redundant Ethernet Circuit.** A “Redundant Ethernet Circuit” shall be an Ethernet circuit that is in addition to a Primary Ethernet Circuit or a Primary Dark Fiber Circuit at a given Customer site and which Customer’s network equipment uses to transport communications data to and/or from the Customer site when one or more of the Primary Ethernet Circuits or Primary Dark Fiber Circuits serving that Customer site are out of service. A Redundant Ethernet Circuit may passively pass through an intermediate Customer site, not being connected to any active Customer routing or switching equipment at that intermediate Customer site. This definition of a Redundant Ethernet Circuit is intended to be fully understood when taken in light of the definition of a Primary Ethernet Circuit as stated in Section 1.9 above and as depicted in Exhibit F to this Agreement.

2.0 CUSTOMER ORDERS FOR ADDITIONAL CIRCUITS

- 2.1 Submission and Acceptance of Customer Order(s).** Customer may submit requests for additional circuits in a form designated by City (“Customer Order”). Customer Orders shall state the duration for which service is ordered (“Service Term”). City will notify Customer of acceptance of the Customer Order by delivering (in writing or electronically) the date by which City will install Service (“Customer Commit Date”) or by delivering the service requested by the Customer Order. Customer will pay City’s then current charges for moves, adds or changes agreed to by City respecting any Customer Order.
- 2.2 Start of Service.** No later than seven days after the actual start of such service, City shall deliver a written notice to Customer that service has begun (“Connection Notice”) in fulfillment of a Customer Order. The Connection Notice shall identify: (i) the Customer Order; (ii) the kind of service being provided; (iii) the site(s) at which the service is provided; and (iv) the date upon which the service started and became billable.
- 2.3 Customer Premises; Title to Equipment.** If access to non-City facilities is required for the installation, maintenance or removal of City equipment, Customer shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment. Title to equipment (including software) provided by City remains with City. Customer will not create or permit to be created any encumbrances on City’s equipment.
- 2.4 Scheduled Maintenance and Local Access.** Scheduled maintenance may result in Service interruption. If scheduled maintenance requires Service interruption, City will: (i) attempt to provide Customer thirty days’ prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

3.0 BILLING AND PAYMENT

- 3.1 Prices.** The prices Customer shall pay to City for the various elements of the Service are stated in Exhibits C and D to this Agreement.
- 3.2 Payment of Invoices and Disputes.** City will deliver an invoice each month to Customer, and payment will be due no later than the date stated on the face of the invoice (the “Due Date”). Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use except that Customer shall not be responsible for fraudulent or unauthorized use (A) by City or its employees, (B) by third parties to the extent that such use (i) is caused by City’s gross negligence or willful misconduct, or (ii) originates on City’s side of the demarcation point. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice to City of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such

amounts plus interest from the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.

3.3 Taxes and Fees. Excluding taxes based on City's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on City or a City affiliate, along with similar charges stated in a Customer Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present City with an exemption certificate eliminating City's liability to pay certain Taxes and Fees; City will give effect thereto prospectively.

3.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within thirty days after City's written notice to Customer requesting renegotiation: (a) City may, on a prospective basis after such thirty-day period, pass any increased delivery costs on to Customer, and (b) if City does so, Customer may terminate the affected Service on written notice to City delivered no later than thirty days from the date of City's invoice that includes the effect of the increased delivery costs. The affected portion of the Service shall be terminated thirty days from City's receipt of Customer's notice of termination. Customer shall be responsible to pay all invoiced amounts for all Service provided by City until termination of the affected portion of the Service becomes effective.

3.5 Cancellation and Termination Charges.

3.5.1 Customer may cancel a Customer Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to City identifying the affected Customer Order and Service. If Customer does so, Customer shall pay City a cancellation charge equal to the sum of: (i) 1 month's monthly recurring charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) City's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

3.5.2 Customer may terminate specified Service(s) after the delivery of a Connection Notice upon thirty days' written notice to City. If Customer does so, or if Service is terminated by City hereunder as the result of Customer's default, Customer shall pay City a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of City's actual damages and are not a penalty.

4.0 DEFAULT

4.1 Defaulting Party Defined. If Customer fails to make any payment when due and such failure continues for five business days after written notice from City, Customer shall be considered to be in default of its obligations under this Agreement. If either party fails to observe or perform any other material term of this Agreement and such failure continues for thirty days after written notice from the other party, then that party shall be in default of its obligations under this Agreement.

4.2 Non-defaulting Party's Privileges. The non-defaulting party may: (i) terminate this Agreement and/or any Customer Order, in whole or in part, and/or (ii) subject to Sections 5.1 and 5.3 of this Agreement, pursue any remedies it may have at law or in equity.

5.0 LIABILITIES AND SERVICE LEVELS

5.1 No Special Damages. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Customer Order.

- 5.2 Disclaimer of Warranties.** CITY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.
- 5.3 Service Levels.** The "Service Level" commitments applicable to Services are contained in the Service Schedules for each Service. The applicable Service Schedules are provided as Exhibits to this Agreement. If City does not meet a Service Level, a credit will be issued to Customer if and as stated in the applicable Service Schedule on Customer's written request. To request a credit, Customer must contact City Customer Service (contact information is located at <http://LeesburgFlorida.gov>) or deliver a written request per the provisions of Section 6.4 of this Agreement (with sufficient detail to identify the affected Service) within sixty days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.
- 5.4 Right of Termination for Installation Delay.** In lieu of installation Service Level credits, if City's installation of Service is delayed by more than thirty business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to City, provided such written notice is delivered prior to City delivering a Connection Notice for the affected Service. This Section shall not apply where City is constructing facilities to a new location not previously served by City.
- 5.5 Indemnification.** Customer agrees to make payment of all proper charges for labor and services required under this Agreement. To the extent permitted by §768.28, Fla. Stat. but not beyond the limitations set forth therein Customer shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of Customer under this Agreement; or the negligence of Customer in the performance of its duties under this Agreement, or any act or omission on the part of Customer, its agents, employees, or servants.
- 5.6 Limitation of Liability and Remedies.** Customer understands and agrees that City's liability and Customer's sole remedy against City for any loss or damage that arises directly or indirectly out of, or resulting from impairment of, any service provided by City pursuant to this Agreement, or any mistake, omission, interruption, delay, error, or defect in the provision of services, or for loss or damage caused by delayed performance, negligent performance or nonperformance regardless of Customer's form of action shall be limited to recovery of actual damages in an amount equivalent to the lesser of:
- A. The amount of actual and direct damages that are proven; or
 - B. The service charges incurred by Customer for the period of service during which such mistake, omission, interruption, delay, error, defect, or failure of service occurred.

6.0 GENERAL TERMS

- 6.1 Force Majeure.** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party ("Force Majeure Event"). Both parties will use reasonable efforts to mitigate the effect of such an event. In the event City is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay City for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance under Section 2.4 of this Agreement are considered "Excused Outages" and shall not, apart from City's gross negligence or willful misconduct, make City a defaulting party per Section 4.1 of this Agreement.
- 6.2 Assignment and Resale.** Customer may not assign its rights or obligations under this Agreement or any Customer Order without the prior written consent of City, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.
- 6.3 Affiliates.** Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

- 6.4 Notices.** Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided) or sent by U.S. Postal Service or First Class International Post, addressed as follows:

IF TO CITY:

City of Leesburg
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749
Attn: Stan Carter
Facsimile: (352) 728-2894
Email: stan.carter@leesburgflorida.gov

IF TO CUSTOMER:

School Board of Lake County
814 W. Bryan Street
Tavares, FL 32778

Attn: Glen Reubelt
Facsimile: (352) 742-1168
Email: reubeltg@lake.k12.fl.us

Either party may change its notice address upon notice to the other party. All notices shall be deemed given on (i) the date delivered if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after dispatch if otherwise sent.

- 6.5 Acceptable Use Policy; Data Protection.** Customer's use of Service shall comply with City's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through City's web site (<http://leesburgflorida.gov>). Customer consents that City may use Customer data for the performance of City's obligations and the exercise of City's rights under this Agreement, including storing, processing or transferring data to or from the United States.
- 6.6 Intellectual Property and Publicity.** Neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other party or its affiliates without the express prior written authorization of the other party. Neither party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the parties in writing.
- 6.7 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules and jurisdiction for any claim or cause of action shall lie only in Lake County, Florida
- 6.8 Amending the Agreement.** This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).
- 6.9 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
- 6.10 Attorneys' Fees.** In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.
- 6.11 Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) any Customer Order signed by Customer and accepted by City, 2) any Service Schedule either attached hereto or hereafter signed by Customer, and (3) this Agreement.
- 6.12 Term of Agreement.** This Agreement shall come into force upon both parties' having signed it, and shall terminate at the end of June 30, 2016. City shall provide Service to Customer during the period of July 1, 2011 through June 30, 2016, under the terms and conditions of this Agreement, any Service Schedule(s) attached to this Agreement and any Customer Order(s) submitted under this Agreement. Any benefit, right or obligation arising from and enforceable under this Agreement shall survive the termination of Service provided under this Agreement.

- 6.13 **Severability.** If a court of competent jurisdiction finds or holds any part of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement shall continue in full force and effect.
- 6.14 **Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. The Service Schedules attached hereto are listed below:
- **SERVICE SCHEDULE, Dark Fiber, Issue 1 – October 6, 2010**
 - **SERVICE SCHEDULE, Point-to-Point Ethernet Circuit, Issue 3 – February 1, 2011**

and are integral parts hereof and are hereby made a part of this Agreement.

7.0 “E-RATE”

- 7.1 **Customer’s Intent to Apply for Discount(s).** Customer intends to apply for discounts or other benefits available to it under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 (“E-Rate Program”) and administered by the Universal Service Administration Company (“USAC”).
- 7.2 **Customer’s Responsibility to Make Timely Application.** Customer shall be solely responsible to submit any information, forms or other material to USAC in a timely manner in pursuit of discounts or other benefits which it wishes to seek from the E-Rate Program.
- 7.3 **City Agrees to Support Customer Filings.** City agrees to provide accurate and timely certifications or other information to USAC in support of Customer’s application(s) for discounts or other benefits under the E-Rate Program. City’s E-Rate Service Provider Identification Number is 143025653.
- 7.4 **Customer’s Obligation to Pay City.** Customer shall be responsible to pay City in full for any amounts it owes to City under this Agreement, regardless of whether or not Customer receives any discounts or other benefits from the E-Rate Program.

8.0 DISCOUNT

- 8.1 **Condition of Discount.** If Customer and City maintain in force a separate collocation agreement for City to collocate certain communications equipment within Customer premises, during the period in which such a collocation agreement remains in force (“Discount Condition”), City shall grant a discount as calculated below to Customer on Service provided under this Agreement.
- 8.2 **Term of Discount.** If City makes a discount available to Customer per Section 8.1 above, the discount shall apply only to Service provided during such time as Discount Condition exists.
- 8.3 **Calculation of Discount.** If City makes a discount available to Customer per Section 8.1 above, the amount of the discount shall be calculated per the following formula:

$$DP = CS \times 10\%$$

where,

DP is the Discount Percentage to be applied to the monthly recurring charges owed by Customer to City during the Discount Condition:

CS is the number of collocation sites contracted for by City with Customer during the period of the monthly recurring charge which is being discounted.

EXAMPLE:

City contracts with Customer to collocate City equipment at five Customer sites

Discount Percentage = $5 \times 10\% = 50\%$

- 8.4 **Maximum Discount.** The maximum discount that City shall grant to Customer under any circumstance shall be fifty percent (50%), which would be driven by City's contracting with Customer for five or more collocation sites.

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CITY OF LEESBURG, FLORIDA
("City")

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA** ("Customer")

By _____

By _____

Name _____

Name _____

Title _____

Title _____

ATTESTED:

(signed)

Its City Clerk

APPROVED AS TO FORM AND CONTENT:

(signed)

Its City Attorney



EXHIBIT A
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SERVICE SCHEDULE
Dark Fiber
Issue 1 – October 6, 2010
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This service is a nontransferable lease for Customer's exclusive use of a pair of dark single mode optical fibers

The fiber pair runs between two endpoints anywhere on City's network with no intermediate optical amplification, optical multiplexing, optical demultiplexing or optical retransmission points between the endpoints.

The fibers conform to ITU-T Recommendation G.652.

The fibers may be periodically fusion-spliced, with a typical point loss of approximately 0.02 dB.

The fibers may pass through one or more intermediate optical patch panels, with each patch panel incorporating two point losses between approximately 0.3 and 0.5 dB.

If City testing finds that the total optical loss measured at 1550 nanometers between City's optical terminations at the endpoints exceeds the maximum total optical loss stated in the applicable Customer Order, the fiber pair shall be considered to be in an outage condition. Outages spanning calendar months are considered a single outage and are credited in the month in which the outage ends.

Outage lasting at least	Outage lasting not more than	Credit
24 continuous hours	47 continuous hours	6% of MRC
48 continuous hours	71 continuous hours	12% of MRC
72 continuous hours	95 continuous hours	18% of MRC
96 continuous hours	120 continuous hours	25% of MRC
120 continuous hours	191 continuous hours	50% of MRC
192 continuous hours	720 continuous hours	100% of MRC

Technical Service Escalation Schedule

Customers should first call lower levels and, if necessary, proceed to higher levels depending upon day and time.

Escalation Level	Time of Day	Contact
1	Mon – Fri 8:15 a.m. – 4:30 p.m.	Communications Utility 352-435-9426
1	Mon – Fri, 4:31 p.m. – 8:14 a.m. Fri, 4:31 p.m. – Mon, 8:14 a.m. Holidays	Information Technology Help Desk 352-728-9717
2	Mon – Fri 8:00 a.m. – 3:30 p.m.	Communication Technician III, 352-516-7147
3	24 x 7	Manager, Communications Utility 352-516-2750
4	24 x 7	Director, Information Technology 352-516-9030



EXHIBIT B
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SERVICE SCHEDULE
Point-to-Point Ethernet Circuit
Issue 3 – February 1, 2011
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This leased service is an Ethernet circuit with a Line Rate and Customer Bandwidth as stated in the applicable Customer Order.

Each of the circuit's endpoints is located on Customer's premises in a climate-controlled environment where 110 VAC electrical power is readily available.

The circuit may pass through equipment in City's core network or it may function as a standalone circuit, physically running directly from Circuit Endpoint A to Circuit Endpoint B.

If, other than for Excused Outages, City testing finds the circuit failing to perform at greater than 75% of the Customer Bandwidth stated in the applicable Customer Order, City will credit Customer's account with the amounts indicated. Outages spanning calendar months are considered a single outage and are credited in the month in which the outage ends. "MRC" in the table below refers to Customer's monthly recurring charge.

Outage lasting at least	Outage lasting not more than	Credit
24 continuous hours	47 continuous hours	6% of MRC
48 continuous hours	71 continuous hours	12% of MRC
72 continuous hours	95 continuous hours	18% of MRC
96 continuous hours	120 continuous hours	25% of MRC
120 continuous hours	191 continuous hours	50% of MRC
192 continuous hours	720 continuous hours	100% of MRC

Technical Service Escalation Schedule

Customers should first call lower levels and, if necessary, proceed to higher levels depending upon day and time.

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1	Mon – Fri 8:15 a.m. – 4:30 p.m.	Communications Utility 352-435-9426
1	Mon – Fri, 4:31 p.m. – 8:14 a.m. Fri, 4:31 p.m. – Mon, 8:14 a.m. Holidays	Information Technology Help Desk 352-728-9717
2	Mon – Fri 8:00 a.m. – 3:30 p.m.	Communication Technician III, 352-516-7147
3	24 x 7	Manager, Communications Utility 352-516-2750
4	24 x 7	Director, Information Technology 352-516-9030

EXHIBIT C
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CONTRACTUAL PRICING

SERVICE	Monthly Recurring Charge, July 1, 2011 through June 30, 2012	MRC, 7/1/12 thru 6/30/13	MRC, 7/1/13 thru 6/30/14	MRC, 7/1/14 thru 6/30/15	MRC, 7/1/14 thru 6/30/16	Non- Recurring Charge, Admini- strative Start of New Service (see note)
Dark Fiber Circuit, Primary	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$500.00
Dark Fiber Circuit, Redundant	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$500.00
Point-to-Point Ethernet Circuit, 8 Mbps, Primary	\$341.73	\$341.73	\$341.73	\$341.73	\$341.73	\$300.00
Point-to-Point Ethernet Circuit, 25 Mbps, Primary	\$506.25	\$506.25	\$506.25	\$506.25	\$506.25	\$300.00
Point-to-Point Ethernet Circuit, 100 Mbps, Primary	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$300.00
Point-to-Point Ethernet Circuit, 100 Mbps, Redundant	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$300.00
Point-to-Point Ethernet Circuit, 1 Gbps, Primary	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$750.00
Point-to-Point Ethernet Circuit, 1 Gbps, Redundant	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$750.00
Point-to-Point Ethernet Circuit, 10 Gbps, Primary	n/a	n/a	tbd	tbd	tbd	tbd
Point-to-Point Ethernet Circuit, 10 Gbps, Redundant	n/a	n/a	tbd	tbd	tbd	tbd

NOTE: *Nonrecurring Charge is administrative only and does not include any amounts related to construction costs of extending City's network to Customer sites.*

EXHIBIT D
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CIRCUITS TO BE PROVIDED

Ref	Type of Circuit	Endpoint A	Endpoint B	Monthly Recurring Charge
1	Dark Fiber Primary	Umatilla Elementary	Umatilla High	1,100.00
2	Dark Fiber Primary	Umatilla High	Umatilla Middle	1,100.00
3	Dark Fiber Primary	Umatilla Middle	Eustis Middle	1,100.00
4	Dark Fiber Primary	Umatilla Middle	Eustis High Annex	1,100.00
5	Dark Fiber Primary	Eustis High Annex	Eustis High	1,100.00
6	Dark Fiber Redundant	Eustis High	Eustis Elementary	550.00
7	Dark Fiber Primary	Eustis Elementary	Eustis Heights Ele	1,100.00
8	Dark Fiber Primary	Eustis High	MIS Netops	1,100.00
9	Dark Fiber Primary	Eustis Heights Ele	Lake County Voc-Tech	1,100.00
10	Dark Fiber Primary	Lake County Voc-Tech	Triangle Elementary	1,100.00
11	Dark Fiber Redundant	Lake County Voc-Tech	Tavares Elementary	550.00
12	Dark Fiber Primary	Lake County Voc-Tech	County Office	1,100.00
13	Dark Fiber Primary	Tavares Elementary	Tavares High	1,100.00
14	Dark Fiber Primary	Tavares High	Tavares Maintenance	1,100.00
15	Dark Fiber Primary	Tavares Maintenance	MIS Netops	1,100.00
16	Dark Fiber Primary	County Office	MIS Netops	1,100.00
17	Dark Fiber Redundant	Sorrento Elementary	MIS Netops	550.00
18	Dark Fiber Primary	Sorrento Elementary	Round Lake Ele	1,100.00
19	Dark Fiber Primary	Round Lake Ele	Mount Dora High	1,100.00
20	Dark Fiber Primary	Mount Dora High	Mount Dora Middle	1,100.00
21	Dark Fiber Primary	Mount Dora Middle	Triangle Elementary	1,100.00
22	Dark Fiber Primary	MIS Netops	Tavares Middle	1,100.00
23	25 Mbps Primary	Tavares Middle	Griffin Complex	506.25
24	Dark Fiber Primary	Tavares Middle	Grounds/Maintenance	1,100.00
25	8 Mbps Primary	Griffin Complex	TER	341.73
26	8 Mbps Primary	TER	Food Services	341.73
27	Dark Fiber Primary	MIS Netops	Oak Park Middle	1,100.00
28	Dark Fiber Primary	MIS Netops	Leesburg High	1,100.00
29	Dark Fiber Primary	MIS Netops	Minneola IT	1,100.00

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Ref	Type of Circuit	Endpoint A	Endpoint B	Monthly Recurring Charge
30	Dark Fiber Primary	MIS Netops	Treadway Elementary	1,100.00
31	Dark Fiber Primary	Treadway Ele	Beverly Shores Ele	1,100.00
32	Dark Fiber Primary	Beverly Shores Ele	Fruitland Park Ele	1,100.00
33	Dark Fiber Primary	Fruitland Park Ele	The Villages Ele	1,100.00
34	Dark Fiber Primary	Leesburg High	Carver Middle	1,100.00
35	Dark Fiber Redundant	Carver Middle	Rimes Elementary	550.00
36	Dark Fiber Primary	Rimes Elementary	Oak Park Middle	1,100.00
37	Dark Fiber Primary	Oak Park Middle	Lake County Bus Yard	1,100.00
38	Dark Fiber Primary	Leesburg High	East Ridge High	1,100.00
39	Dark Fiber Redundant	Grassy Lake Ele	Cypress Ridge Ele	550.00
40	Dark Fiber Primary	Minneola IT	Minneola Elementary	1,100.00
41	Dark Fiber Primary	Minneola IT	Lake Minneola High	1,100.00
42	Dark Fiber Primary	Minneola Elementary	Grassy Lake Ele	1,100.00
43	Dark Fiber Redundant	Lake Minneola High	East Ridge High	550.00
44	Dark Fiber Primary	East Ridge High	Clermont Elementary	1,100.00
45	Dark Fiber Redundant	Clermont Elementary	Mascotte Elementary	550.00
46	Dark Fiber Primary	Cypress Ridge Ele	Clermont Middle	1,100.00
47	Dark Fiber Primary	Clermont Middle	South Lake High	1,100.00
48	Dark Fiber Primary	South Lake High	East Ridge High	1,100.00
49	Dark Fiber Primary	East Ridge High	East Ridge Middle	1,100.00
50	Dark Fiber Primary	East Ridge High	Lost Lake Elementary	1,100.00
51	Dark Fiber Redundant	East Ridge Middle	Minneola IT	550.00
52	Dark Fiber Primary	Lost Lake Elementary	Windy Hill Middle	1,100.00
53	Dark Fiber Primary	South Lake High	Groveland Elementary	1,100.00
54	Dark Fiber Primary	Groveland Elementary	Grey Middle	1,100.00
55	Dark Fiber Primary	Grey Middle	Mascotte Elementary	1,100.00
56	Dark Fiber Primary	Oak Park Middle	Dabny Facility	<u>1,100.00</u>
TOTAL MONTHLY CHARGES:				<u>55,089.71</u>

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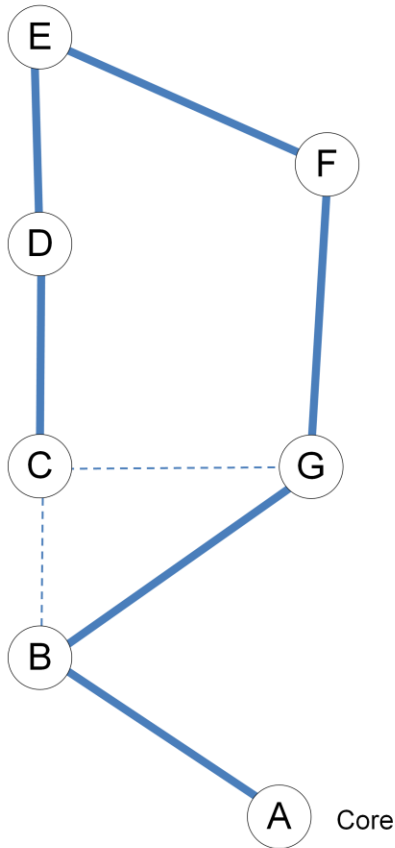
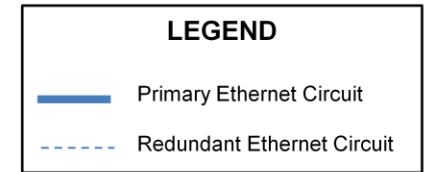
CORE NETWORK NODE SITES

<u>SITE NAME</u>	<u>STREET</u>	<u>CITY</u>
MIS Netops.....	814 W Bryan St.....	Tavares
Leesburg High	1401 W Meadows St.....	Leesburg
Oak Park Middle.....	2101 South St	Leesburg
Minneola IT.....	300 E Pearl St.....	Clermont
South Lake High.....	15600 Silver Eagle Rd	Groveland
East Ridge High	13322 Excalibur Rd.....	Clermont
Lake Minneola High	101 N Hancock Rd.....	Minneola
Eustis High	1300 E Washington.....	Eustis
Tavares High.....	603 N New Hampshire Ave.....	Tavares
Lake County Area Vo-Tech.....	2001 Kurt St	Eustis
County Office	201 W Burleigh Blvd	Tavares

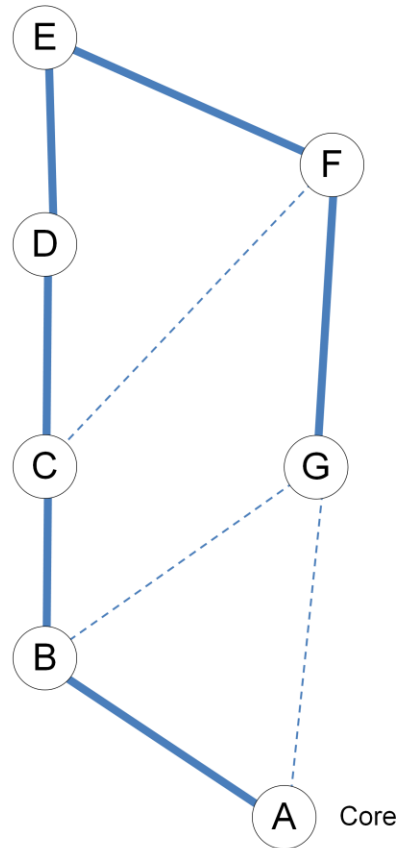
EXHIBIT F

To Communications Services Agreement

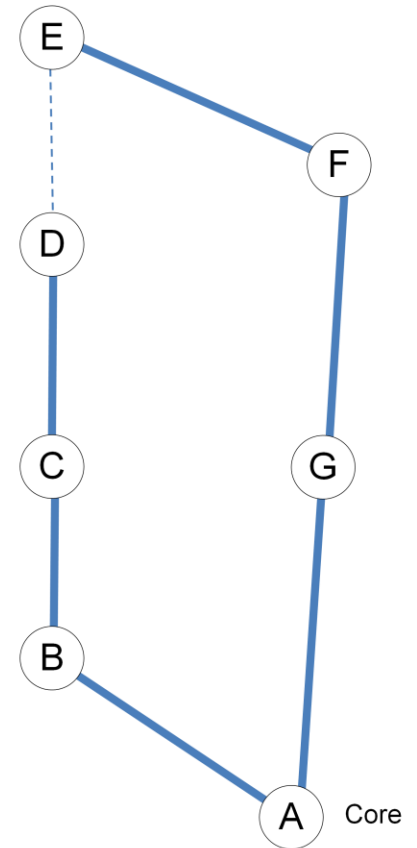
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From Site	Path to Core Via Primary Circuits
A	n/a
B	BA
C	CD-DE-EF-FG-GB-BA
D	DE-EF-FG-GB-BA
E	EF-FG-GB-BA
F	FG-GB-BA
G	GB-BA



From Site	Path to Core Via Primary Circuits
A	n/a
B	BA
C	CB-BA
D	DC-CB-BA
E	ED-DC-CB-BA
F	FE-ED-DC-CB-BA
G	GF-FE-ED-DC-CB-BA



From Site	Path to Core Via Primary Circuits
A	n/a
B	BA
C	BC-BA
D	DC-CB-BA
E	EF-FG-GA
F	FG-GA
G	GA